

Missouri
NORTH CAROLINA)
Franklin
FORSYTH COUNTY)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, A T & T, the undersigned, for sole consideration of One Thousand Seven Hundred and Sixteen Dollars and 94/100, (\$1,716.94), to me in hand paid by the City of Winston-Salem, receipt of which is hereby acknowledged, have released and discharged and by these presents, do for myself, my heirs, executors, administrators, successors and assigns, hereby release and forever discharge the City of Winston-Salem, its officers, agents, servants and employees, of and from all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, which I now have or which I may hereafter have, for or on account of any personal injury sustained by me and/or any damages to real or personal property owned by me or in which I have an interest, including injuries and damages known and unknown, arising out of, by reason of or in any manner resulting or growing out of the cable cut at 1275 Terry Road in Winston-Salem, NC on 10-7-15 (Invoice # BLST-63-201601-48-0009-LKB)

IT IS FURTHER UNDERSTOOD AND AGREED that I have not received payment for these damages described above from anyone not a party to this agreement, such as, but not limited to, a commercial general liability insurance carrier. In the event that I have received payment from any other person and that person seeks to recover these funds from the City, or its officers, agents, servants or employees, I shall indemnify, and hold harmless, including reasonable attorney's fees, the City of Winston-Salem, its officers, agents, servants and employees, of and from any and all claims, demands or causes of action brought by this person. *SND*

IT IS FURTHER UNDERSTOOD AND AGREED that there is not any other individual, person or corporate, who has an interest in my property, real or personal, damaged by the events described above. I shall indemnify, and hold harmless, including reasonable attorney's fees, the City, its officers, agents, servants and employees, from any and all claims, demands or causes of action related to my property, real or personal, damaged by the event described above and brought by anyone not a party to this agreement. *mk*

FINALLY, IT IS UNDERSTOOD AND AGREED that this is a compromise settlement of a disputed claim, and that payment to me of the amount indicated above by the City is not to be construed as an admission of liability on the part of the City of Winston-Salem, its officers, agents, servants or employees.

WITNESS MY HAND AND SEAL this, the 14 day of December, 2016

IMPORTANT - READ ENTIRE DOCUMENT BEFORE SIGNING

IN THE PRESENCE OF

Shannon (SEAL)
Witness Name

1010 Pine St. Floor 6NW St. Louis MO 63101
Address

Jacqueline C Wigger
Notary Public

My Commission expires March 28, 2020

JACQUELINE C WIGGER
Notary Public, Notary Seal
State of Missouri
Franklin County
Commission # 16457280
My Commission Expires March 28, 2020

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